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January 11, 2008

**By Email**

Richard E. Levine  
Levine & Baker LLP  
One Maritime Plaza, Suite 400  
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relevine@sbcglobal.net

Jennifer A. Jackson  
Bryan Cave LLP  
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jjackson@bryancave.com

Re: Mediation in *Robert Trent Jones II, Inc. et al. v. GFSI*, U.S. District Court, N.D.  
Cal. Case No. L-07-04913

Dear Mr. Levine and Ms. Jackson:

I have been appointed by the U.S. District Court for the Northern District of California to serve as a mediator in the above-referenced case. I called each of your offices and left a voice mail suggesting that you communicate with each other to schedule a conference call with me on Tuesday, January 15 or Wednesday January 16, so that we can have an initial discussion regarding the scheduling of the mediation. Please let me know whether you will be able to schedule a call, preferably on Tuesday morning or any time on Wednesday.

To avoid any misunderstanding in the future, I wanted to confirm the terms under which I will serve as the court-appointed mediator in the above-referenced matter. Please circulate this letter to any other counsel in this matter.

My role in this matter will be that of a court-appointed third-party mediator. Thus, neither I nor my law firm will have any attorney-client relationship with any party in this matter. I am serving as a neutral intermediary and settlement facilitator and will not act as an advocate for any party. Each party understands that it has independent legal counsel and that I am not acting as legal counsel for any party. Any statements which I make in preparation for or during the mediation do not constitute legal advice to any party. If I assist in preparing a settlement agreement, each participant is advised to have the agreement independently reviewed by their own counsel before executing the agreement.

In order to promote communication among the parties, counsel and the mediator and to facilitate settlement, the entire mediation process is confidential. All statements made in preparation for and during the course of the mediation are privileged settlement discussions, and



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are made without prejudice to any party's legal position in litigation, and are inadmissible in the litigation if the matter does not settle. The offers, promises, conduct and statements made during the course of the mediation (a) will not be disclosed to third-parties, except persons associated with participants in the mediation process, and (b) are privileged and inadmissible for any purpose in the litigation, including impeachment, under Rule 408 of the Federal Rules of Evidence and any other applicable Federal or State statute, rule or common law provisions.

I am aware of no issue which would preclude me from serving as a mediator in this case. If any counsel or parties in this matter know of any other matter which would raise an issue with respect to my serving as a mediator, please let me and the other parties and counsel know immediately. In this regard, please consult ADR LR 2-5(d).

I will maintain the confidence of any information the parties provide to me in the course of preparing for and during the mediation process. Until my duties as a mediator are concluded, I will not personally accept any engagement for or against any party to the mediation. Nor will I personally accept any engagement to serve as an attorney after the conclusion of the mediation in a matter in which I am adverse to any party to the mediation if it is substantially related to the subject matter of the mediation.

These limitations are personal to me. Because neither I nor my Firm will have an attorney-client relationship with any party to this mediation, these restrictions do not apply to any other lawyers in my firm, and any other lawyers at Sidley are not precluded by my service as a mediator, or by my receipt of confidential information during the mediation, from accepting any engagement on behalf of or adverse to any party in this matter before, during or after the mediation.

I hope you understand that I would not be able to accept service as a mediator on any other basis.

If you or your clients do not agree to the terms of my service as described above, please let me know immediately.

Sincerely,

A handwritten signature in black ink, appearing to be "Samuel R. Miller", written over a horizontal line.

Samuel R. Miller

cc: Alice Fiel U.S. District Court ADR Unit (via e-mail)  
Alice\_Fiel@cand.uscourts.gov